

specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

6. **AWARD OF CONTRACT:**

A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. **PAYMENT:**

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

8. **PATENTS, TRADEMARKS, OR COPYRIGHTS:**

Bidder agrees to defend and indemnify the TJJ and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TJJ's or the State's use of any good or service provided by the bidder as a result of this IFB.

9. **BIDDER ASSIGNMENTS:**

Bidder hereby assigns to the TJJ any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*

10. **BIDDER AFFIRMATIONS:**

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.

10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name: N/A	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

10.05. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

10.06. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by CPA under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

10.07. Pursuant to §669.003, Gov't Code, TJJ may not enter into a contract with a person who employs a current or former executive head of the TJJ until four years has passed since that person was the executive head of the TJJ. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the TJJ in the past four years. If bidder does employ a person who was the executive head of the TJJ, provide the following information:

Name of Former Executive: N/A

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Bidder: \_\_\_\_\_

Date of Employment with Bidder: \_\_\_\_\_

10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

10.09. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>

- 10.10. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.11. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TJJD under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
11. **NOTE TO BIDDER:**  
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. **PROTEST PROCEDURES:**  
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in TJJD's rules at TJJD General Administrative Policy GAP.110.9. The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the TJJD and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.
13. **NON-APPROPRIATION OF FUNDS:**  
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TJJD's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TJJD will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TJJD will not be required to give prior notice.
14. **TEXAS PUBLIC INFORMATION ACT:**  
Notwithstanding any provisions of this IFB to the contrary, bidder understands that TJJD will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TJJD any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
15. **CONFLICT OF INTEREST:**  
Under §2155.003, Gov't Code, a TJJD employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TJJD or purchasers of other state agencies.
17. **FORCE MAJEURE:**  
Neither bidder nor TJJD shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
18. **INDEPENDENT CONTRACTOR:**  
Bidder is and shall remain an independent contractor in relationship to the TJJD. The TJJD shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the TJJD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

19. **INDEMNIFICATION:**

BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TJJD, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS IFB. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TJJD. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TJJD FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TJJD OR ITS EMPLOYEES.

20. **RIGHT TO AUDIT:**

In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.



INVITATION FOR BIDS  
TEXAS JUVENILE JUSTICE DEPARTMENT  
Continuation Page(s)

BID OPENING ▶ July 13, 2018  
@ 10:00 a.m.

REQUISITION NO. 0042241

VENDOR  
VENDOR ID # 12044583594  
(VENDOR NAME) AZTECA Designs, Inc.

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
1.	910-09 CARPET INSTALLATION AND REPAIR SERVICES 910-73 FLOOR TILE MAINTENANCE AND REPAIR 910-25 FLOORING MAINTENANCE AND REPAIR SERVICES	<p>The Texas Juvenile Justice Department ("TJJD") Evins Regional Juvenile Center located in Edinburg, TX is soliciting bids for the purpose of replacing existing carpet with modular tile carpet and vinyl composition tile (VCT) in our administration, academic and dorm buildings.</p> <p><b>SCOPE OF WORK</b></p> <p><u>Administration, Dorm 1 and Dorm 2 Buildings</u></p> <p>Remove old carpet, cove base and transition strips then install new 24" x 24" modular tile carpet in the to include floor preparation for new modular tile carpet. Carpet style and color are to be determined. All electrical equipment will be disconnected by TJJD staff. Contractor will be required to move furniture as needed to complete the installation. TJJD staff items on desks/bookshelves will be boxed up by TJJD staff. Contractor will return all furniture to its original place after installation has been completed. All secured furniture will be removed by "TJJD".</p> <p><u>Academic B Building</u></p> <p>Remove old carpet, cove base and transition strips then install new vinyl composition tile (VCT) to include floor preparation for new tile. <u>This work must take place between the following dates: July 23 - 31, 2018.</u> Tile style and color are to be determined.</p> <p>Carpeting and other carpet-like floor coverings installed in any Texas Juvenile Justice Department (TJJD) facility or office must comply with ASTM Test Method D 2859, Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials. Documentation must be provided by the contractor.</p>	1	LS		\$ 85,000.00	\$ 85,000.00

The contractor is required to provide all labor and materials for this project. All work shall be coordinated with the Maintenance Supervisor so that interruption to facility operations is minimal. The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work as work progresses; or upon request by a ERJC representative, shall remove such debris and materials from ERJC property. The Contractor shall leave all affected areas as they were prior to beginning work.

Each bidder must visit the Installation site in order to take all measurements that are required. The act of submitting a bid is to be considered acknowledgment by the bidder that they have visited the site, taken field measurements and are familiar with the conditions and requirements affecting the work.

**LOCATION POINT OF CONTACT REGARDING TECHNICAL QUESTIONS AND SITE VISIT:**

Vicente Rodriguez, Maintenance Supervisor  
(956) 289-5511  
E-MAIL: [vicente.rodriguez@tjtd.texas.gov](mailto:vicente.rodriguez@tjtd.texas.gov)

**AGENCY POINT OF CONTACT REGARDING THIS IFB:**

Patrick Koll, Purchaser III: (956) 289-5507  
E-MAIL: [patrick.koll@tjtd.texas.gov](mailto:patrick.koll@tjtd.texas.gov)

All questions shall be in writing. See e-mail address above. Deadline for questions is July 6, 2018.

Answers to questions received will be posted as an amendment to this IFB on the Texas Comptroller of Public Accounts' Electronic State Business Daily (ESBD) at: <http://esbd.cpa.state.tx.us/> It is the Bidder's responsibility to check the ESBD periodically for any amendments to this IFB.

Bidders must acknowledge amendment(s), preferably by returning signed amendment(s) with bid, or, alternately via e-mail to [patrick.koll@tjtd.texas.gov](mailto:patrick.koll@tjtd.texas.gov), or via fax at (956) 289-5535. Failure of bidder to acknowledge amendment(s) may subject bid to disqualification.

Bidder must complete bid on the state format by returning all 8 pages of IFB 0042241, with all applicable blanks filled in (completed).

	<p><b>TJJD reserves the right to reject any or all bids, and to waive any informality or irregularity.</b></p> <p><b>TJJD reserves the right to cancel this IFB without notice other than posting a notice to the ESBD.</b></p> <p><b>A public reading of respondent names or pricing tabulations <u>will not</u> be conducted prior to award of Contract. Such information will not be provided until after award.</b></p> <p><b><u>Payment</u></b>  <b>Payment will be made upon the successful completion of all work and after acceptance by TJJD.</b></p> <p><b><u>Cancellation</u></b>  <b>This contract may be cancelled by either party with 30-days written notification. TJJD may cancel this contract at any time in the event the contractor fails to perform its obligations under the terms of the contract.</b></p> <p><b><u>Additions/Deletions</u></b>  <b>Amendments or Purchase Order Change Notices (POCN) may be made for additions/deletions of goods or services under the same terms and conditions of this order. All amendments or POCN's shall be approved by TJJD and issued in writing.</b></p> <p><b><u>Tool and Equipment Control</u></b>  <b>All tools/equipment brought onto a TJJD facility grounds must be inventoried on a TJJD Tool/Equipment Inventory form INS-601 when entering and exiting the facility.</b></p>					
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TEXAS JUVENILE JUSTICE DEPARTMENT  
INVITATION FOR BIDS (IFB)

IF NOT BIDDING  
DO NOT RETURN THIS FORM.  
BIDDER AGREES TO COMPLY WITH  
ALL TERMS & CONDITIONS OF THIS IFB

BID OPENING ▶ July 13, 2018  
@ 10:00 a.m.  
REQUISITION NO. ▶ 0042241

AGENCY TO INVOICE
TJJD-Evins Regional Juvenile Center 3801 E. Monte Cristo Rd. Edinburg, TX 78542
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE
TJJD-Evins Regional Juvenile Center 3801 E. Monte Cristo Rd. Edinburg, TX 78542

**FAILURE TO SIGN WILL DISQUALIFY BID**

Nicolas B. Layer 07/13/2018  
AUTHORIZED SIGNATURE DATE

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

**WHEN BIDDING:**

Bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

**IF BIDDING, RETURN SEALED BID TO:**

**TJJD-Evins Regional Juvenile Center**  
3801 E. Monte Cristo Rd.  
Edinburg, TX 78541  
ATTN: Purchasing Department  
Patrick Koll, Purchaser III  
Requisition No. 0042241  
Bidders may fax bids to (956) 289-5535 or email  
bids to patrick.koll@tjjd.texas.gov

**VENDOR ADDRESS AND IDENTIFICATION NUMBER:**

GARREN Construction  
307 Lombrano St.  
San Antonio, TX 78207  
Vendor ID#:30-0957211

Submitted by:  
Nicolas B. Layer  
Estimating  
nicolas@garrentx.com  
(210)736-4224

Vendor ID # 30-0957211

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN:

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP AND COMPLETE SECTION 11: ☐

**PREFERENCES**

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

**Check below to claim a preference under 34 TAC Rule 20.38**

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy Efficient Products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value



**TEXAS JUVENILE JUSTICE DEPARTMENT**  
**STANDARD TERMS AND CONDITIONS:**  
**ITEMS BELOW APPLY TO AND BECOME PART OF BID.**  
**ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

**1. BIDDING REQUIREMENTS:**

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be time stamped at Texas Juvenile Justice Department (TJJD) on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for TJJD acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TJJD based on an acceptable written reason.
- 1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by the TJJD and/or investigation for antitrust violations.
- 1.12. TJJD reserves the right to split award.
- 1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

**2. SPECIFICATION:**

- 2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.02. Unless otherwise specified, items shall be new and unused and of current production.
- 2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

**3. TIE BIDS:**

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

**4. DELIVERY:**

- 4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.02. If delay is foreseen, bidder shall give written notice to the TJJD and the ordering agency. Bidder must keep the TJJD and ordering agency advised at all times of status of order.
- 4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TJJD to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 4.04. No substitutions permitted without written approval of TJJD.
- 4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

**5. INSPECTION AND TESTS:**

All goods will be subject to inspection and test by the State. Authorized TJJD personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the



specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

6. **AWARD OF CONTRACT:**

A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. **PAYMENT:**

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

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9. **BIDDER ASSIGNMENTS:**

Bidder hereby assigns to the TJJD any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*

10. **BIDDER AFFIRMATIONS:**

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.
- 10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

- 10.05. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibit a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.06. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by CPA under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- 10.07. Pursuant to §669.003, Gov't Code, TJJD may not enter into a contract with a person who employs a current or former executive head of the TJJD until four years has passed since that person was the executive head of the TJJD. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the TJJD in the past four years. If bidder does employ a person who was the executive head of the TJJD, provide the following information:
- Name of Former Executive: \_\_\_\_\_
- Name of State Agency: \_\_\_\_\_
- Date of Separation from State Agency: \_\_\_\_\_
- Position with Bidder: \_\_\_\_\_
- Date of Employment with Bidder: \_\_\_\_\_
- 10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.09. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>

- 10.10. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.11. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TJJD under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
11. **NOTE TO BIDDER:**  
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. **PROTEST PROCEDURES:**  
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in TJJD's rules at TJJD General Administrative Policy GAP.110.9.  
The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the TJJD and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.
13. **NON-APPROPRIATION OF FUNDS:**  
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TJJD's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TJJD will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TJJD will not be required to give prior notice.
14. **TEXAS PUBLIC INFORMATION ACT:**  
Notwithstanding any provisions of this IFB to the contrary, bidder understands that TJJD will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TJJD any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
15. **CONFLICT OF INTEREST:**  
Under §2155.003, Gov't Code, a TJJD employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TJJD or purchasers of other state agencies.
17. **FORCE MAJEURE:**  
Neither bidder nor TJJD shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
18. **INDEPENDENT CONTRACTOR:**  
Bidder is and shall remain an independent contractor in relationship to the TJJD. The TJJD shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the TJJD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

**19. INDEMNIFICATION:**

BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TJJD, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS IFB. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TJJD. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TJJD FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TJJD OR ITS EMPLOYEES.

**20. RIGHT TO AUDIT:**

In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.



INVITATION FOR BIDS  
TEXAS JUVENILE JUSTICE DEPARTMENT  
Continuation Page(s)

BID OPENING ▶ July 13, 2018  
@ 10:00 a.m.

REQUISITION NO. ▶ 0042241

VENDOR  
VENDOR ID # 30-0957211  
(VENDOR NAME) GARREN Construction

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/ MODEL	UNIT PRICE	EXTENSION
1.	<b>910-09 CARPET INSTALLATION AND REPAIR SERVICES</b>  <b>910-73 FLOOR TILE MAINTENANCE AND REPAIR</b>  <b>910-25 FLOORING MAINTENANCE AND REPAIR SERVICES</b>	<p>The Texas Juvenile Justice Department ("TJJD") Evins Regional Juvenile Center located in Edinburg, TX is soliciting bids for the purpose of replacing existing carpet with modular tile carpet and vinyl composition tile (VCT) in our administration, academic and dorm buildings.</p> <p><b>SCOPE OF WORK</b></p> <p><u>Administration, Dorm 1 and Dorm 2 Buildings</u></p> <p>Remove old carpet, cove base and transition strips then install new 24" x 24" modular tile carpet in the to include floor preparation for new modular tile carpet. Carpet style and color are to be determined. All electrical equipment will be disconnected by TJJD staff. Contractor will be required to move furniture as needed to complete the installation. TJJD staff items on desks/bookshelves will be boxed up by TJJD staff. Contractor will return all furniture to its original place after installation has been completed. All secured furniture will be removed by "TJJD".</p> <p><u>Academic B Building</u></p> <p>Remove old carpet, cove base and transition strips then install new vinyl composition tile (VCT) to include floor preparation for new tile. <u>This work must take place between the following dates: July 23 - 31, 2018.</u> Tile style and color are to be determined.</p> <p>Carpeting and other carpet-like floor coverings installed in any Texas Juvenile Justice Department (TJJD) facility or office must comply with ASTM Test Method D 2859, Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials. Documentation must be provided by the contractor.</p>	1	LS	\$/SF	\$7.91/SF	\$165,650.00

The contractor is required to provide all labor and materials for this project. All work shall be coordinated with the Maintenance Supervisor so that interruption to facility operations is minimal. . The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work as work progresses; or upon request by a ERJC representative, shall remove such debris and materials from ERJC property. The Contractor shall leave all affected areas as they were prior to beginning work.

Each bidder must visit the installation site in order to take all measurements that are required. The act of submitting a bid is to be considered acknowledgment by the bidder that they have visited the site, taken field measurements and are familiar with the conditions and requirements affecting the work.

**LOCATION POINT OF CONTACT REGARDING TECHNICAL QUESTIONS AND SITE VISIT:**

Vicente Rodriguez, Maintenance Supervisor  
(956) 289-5511  
E-MAIL: [vicente.rodriguez@tjtd.texas.gov](mailto:vicente.rodriguez@tjtd.texas.gov)

**AGENCY POINT OF CONTACT REGARDING THIS IFB:**

Patrick Koll, Purchaser III: (956) 289-5507  
E-MAIL: [patrick.koll@tjtd.texas.gov](mailto:patrick.koll@tjtd.texas.gov)

All questions shall be in writing. See e-mail address above. Deadline for questions is July 6, 2018.

Answers to questions received will be posted as an amendment to this IFB on the Texas Comptroller of Public Accounts' Electronic State Business Daily (ESBD) at: <http://esbd.cpa.state.tx.us/> It is the Bidder's responsibility to check the ESBD periodically for any amendments to this IFB.

Bidders must acknowledge amendment(s), preferably by returning signed amendment(s) with bid, or, alternately via e-mail to [patrick.koll@tjtd.texas.gov](mailto:patrick.koll@tjtd.texas.gov), or via fax at (956) 289-5535. Failure of bidder to acknowledge amendment(s) may subject bid to disqualification.

Bidder must complete bid on the state format by returning all 8 pages of IFB 0042241, with all applicable blanks filled in (completed).

**TJJD reserves the right to reject any or all bids, and to waive any informality or irregularity.**

**TJJD reserves the right to cancel this IFB without notice other than posting a notice to the ESBD.**

**A public reading of respondent names or pricing tabulations will not be conducted prior to award of Contract. Such information will not be provided until after award.**

**Payment**

**Payment will be made upon the successful completion of all work and after acceptance by TJJD.**

**Cancellation**

**This contract may be cancelled by either party with 30-days written notification. TJJD may cancel this contract at any time in the event the contractor fails to perform its obligations under the terms of the contract.**

**Additions/Deletions**

**Amendments or Purchase Order Change Notices (POCN) may be made for additions/deletions of goods or services under the same terms and conditions of this order. All amendments or POCN's shall be approved by TJJD and issued in writing.**

**Tool and Equipment Control**

**All tools/equipment brought onto a TJJD facility grounds must be inventoried on a TJJD Tool/Equipment Inventory form INS-601 when entering and exiting the facility.**



307 Lombrano San Antonio, Texas 78207  
Tel: 210.736.4224 Fax: 210.736.4334  
8(a), DBE, ESBE, HABE, MBE, SBE, WBE Certified Company

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## MCT AND VCT DEMOLITION AND REPLACEMENT

7/13/2018

To: Purchasing Department: Patrick Koll, Purchaser III  
Company: TJJD- Evins Regional Juvenile Center  
Project: TJJD- Evins Regional Juvenile Center Carpet and Tile Demolition and Replacement  
Location: 3801 E. Monte Cristo Rd., Edinburg, TX 78542  
Description: Carpet and Tile Demolition and Replacement

### BID SCHEDULE

#### Demolition and Disposal

1,308 SF of Tile Surface Area to be Removed and Disposed as The Work Progresses.  
19,616 SF of Carpeted Surface Area to be Removed and Disposed as The Work Progresses.  
4,444 LF of Cove Base to be Removed and Disposed as The Work Progresses.

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**The following items are including:**

Demolition and Removal (including dump fees, transportation and labor).

#### Surface Preparation

20,949 SF of Tile and Carpet Adhesive to be Removed Prior to the Application of the new VCT and MCT.

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**The following items are including:**

Shot Blaster, Patching and Labor.

#### Vinyl Composition Tile (VCT) and Installment

6,271 SF of VCT (V-229 Shuttle Grey) to be installed in the Classrooms (10).  
1,027 LF of Cove Base to be Installed on all Wall-to-Floor Intersections within the defined area above.  
1600 SF of VCT (V-229 Shuttle Grey) to be installed in the Break and Conference Room.  
228 LF of Cove Base to be Installed on all Wall-to-Floor Intersections within the defined area above.

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**The following items are including:**

Vinyl Composition Tile Material (V-229 Shuttle Grey), Cove Bases, Adhesive for application and Labor.

#### Modular Tile Carpet (MTC) and Installment

4,806 SF of MTC (Reason 10459 with Intent 00750 Color Scheme) to be installed in the Administration Building.  
1,519 LF of Cove Base to be Installed on all Wall-to-Floor Intersections within the defined area above.  
1,500 SF of MTC (Mohawk Group Artisanal 7879 Dusk Color Scheme) to be installed in the Library.  
230 LF of Cove Base to be Installed on all Wall-to-Floor Intersections within the defined area above.  
6,773 SF of MTC (Mohawk Group Threaded Craft Tile 7568 Twilight) to be installed in Dorms 1&2 Sections A&B.  
1440 LF of Cove Base to be Installed on all Wall-to-Floor Intersections within the defined areas above.

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**The following items are including:**

Modular Tile Carpet (Reason 10459 with Intent 00750 Color Scheme, Mohawk Group Artisanal 7879 Dusk Color Scheme, and Mohawk Group Threaded Craft Tile 7568 Twilight), Cove Bases, Adhesive for application and Labor.



## Pricing

Demolition and Disposal	\$31,770.00
Surface Preparation	\$27,340.00
Vinyl Composition Tile (VCT) and Installment	\$28,350.00
Modular Tile Carpet (MTC) and Installment	\$78,190.00
<b>GRAND TOTAL</b>	<b>\$165,650.00</b>

Nicolas B. Layer

*Nicolas B. Layer*

Estimating

nicolas@garrentx.com

Justin J. Flores

*Justin J. Flores*

Estimating

justin@garrentx.com

## THE FOLLOWING ITEMS ARE EXCLUDED FOR THIS SPECIFIC SCOPE OF WORK:

(May be included as a Change Order)

1. ANY work located outside of the scope of work, which is limited to the defined areas above.
2. Additional work that is not mentioned in the Specifications.
3. Additional VCT and MCT Work that is not mentioned in the Specifications.



